

INCENTIVE COMPENSATION PLAN

PRIVATE WEALTH ADVISOR – WM210P



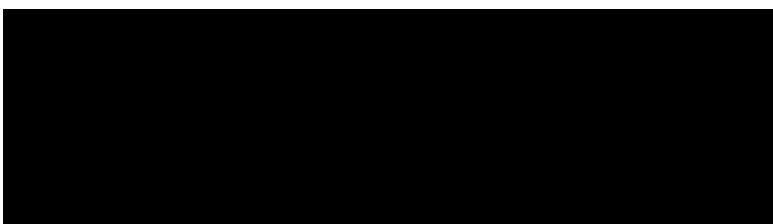
PRIVATE WEALTH ADVISOR – WM210P

DIVISION: Wealth Management	EFFECTIVE DATE: 01/01/2023	REVISION DATE: n/a
CALCULATED BY: Performance Reporting & Analysis	REVIEWED BY: Line of Business Executive	

PARTICIPANT DESIGNATION. The following participants are eligible to participate in the Plan as of their employment date, or date of eligibility as otherwise determined.

Job Code	Job Title
82568	Private Wealth Advisor
80860	Managing Director (RIA)

PLAN DESIGN. The Plan rewards participants for recurring fee production and brokerage production.



AWARD CALCULATIONS.

Payout for recurring & non-recurring fee production and brokerage production will be calculated at [REDACTED]

- [REDACTED] will be paid monthly for the bank dealer and broker dealer and quarterly for the RIA.
- [REDACTED] will be paid quarterly based upon scorecard achievement:
 - [REDACTED] will be paid if new account sales goals are met. New account sales goals will be calculated on a YTD basis with prior quarters being backed out. If the Plan participant does not achieve their new account sales goal in one quarter, but meets their YTD goal in subsequent quarters, a catch-up payment will be made.
 - [REDACTED] will be paid if quarterly risk metrics are met.
 - [REDACTED] will be paid if quarterly client metrics are met.

Revenue generated from employee benefit plan custody accounts, individual retirement custody accounts or other accounts for which the bank acts as custodian or in a similar administrative capacity, other than the annual asset-based custodial or administrative fees, is excluded

Plan participants are on a draw against commission / RIA payout. If, in any month, insufficient commission and/or RIA payout is earned to cover the total monthly draw amount or any shortfall balance, the shortfall will be carried over to the next month.

In the event a participant terminates employment (either voluntarily or involuntarily), commissions and/or RIA payout earned through the employees last day worked will be paid.

***Awards earned through the RIA will be paid as RIA payout. Awards earned through the bank dealer and broker dealer will be paid as commission.*

Management will review and approve all award recommendations prior to submission for payment. Management may adjust payments at its own discretion to reflect the impact of any events or circumstances that distort actual results achieved.

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**INCENTIVE COMPENSATION PLAN
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The retention award rewards participants for meeting production greater than [REDACTED] of the assigned annual gross brokerage production goal. An incentive award equal to [REDACTED] of the individual gross brokerage production will be paid out over a three (3) year period when all measures are met.

Each eligible participant will receive 1/3rd of their calculation at the end of the current year with the remaining portions distributed in the subsequent two (2) years in allocations of 1/3 each.

At the beginning of each plan year, each participant will be assigned an annual gross brokerage production goal. For a payment of an award to occur, actual brokerage production results must exceed the award range threshold. The threshold is established as 90% of the expected level of performance (target). The award range maximum is 100% of target.

Actual Goal Greater than or Equal to [REDACTED] & Less than or Equal to [REDACTED]

If actual production is greater than [REDACTED] or equal to [REDACTED] the payout percent of the target award percent is determined using the following calculation:

[REDACTED]

Participants will be eligible to participate as of their employment date within the department. The retention award is considered to be an incentive (vs. a commission) and therefore is not 401(k) eligible.

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ADDITIONAL PLAN PROVISIONS. Employee agrees that, during employment and for a period of one (1) year following any termination of employment for any reason, Employee shall not, (whether as an officer, director, employee, partner, stockholder, creditor or agent, or representative of other persons or entities), (i) directly solicit the sales of goods, service or a combination of goods and services from established customers of BOK Financial or any of its affiliates or (ii) directly solicit employees of BOK Financial or any affiliates of BOK Financial to seek employment with any person or entity providing banking and/or financial services and/or other goods and services offered by BOK Financial and/or its affiliates except on behalf of BOK Financial and/or its affiliates. The foregoing agreement not to solicit notwithstanding, to the extent that the employee has entered into an agreement with BOK Financial and/or an affiliate, and the agreement contains greater restrictive covenants in favor of BOK Financial and/or an affiliate, the greater restrictive covenant supersedes this provision.

This Schedule is subject to the 2023 Incentive Compensation Master Incentive Plan and Addendum, if applicable, which are incorporated by reference into this schedule.

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2023 INCENTIVE COMPENSATION MASTER INCENTIVE PLAN

PLAN PURPOSE

BOK Financial Corporation (“BOK Holding”), and the affiliates of BOK Financial Corporation, (all collectively “Affiliates”) recognize that corporate success is closely linked with individual and team performance. To attract, motivate, and retain high-quality personnel, a competitive and comprehensive compensation package is offered. This 2023 Master Incentive Plan applies to and is incorporated into all Incentive Schedules. The 2023 Incentive Compensation Plan (the “Plan”) is designed to:

- Reward achievement for specific financial and/or non-financial goals.
- Strengthen the link between pay and performance.

EFFECTIVE DATE AND PLAN YEAR

The Plan has been established effective as of January 1, 2023 (the “Effective Date”). The term of the plan or “Plan Year” means the one-year period ending December 31, 2023.

Applicable Plan Year Incentive Schedules are expressly incorporated herein by reference.

PLAN

SECTION I: PLAN ADMINISTRATION

The Plan shall be administered by BOKF, NA in accordance with Services Agreements between BOKF, NA and each of the other Affiliates, respectively. Each respective Affiliate, in conjunction with BOKF NA pursuant to the applicable Service Agreement, shall have the sole authority, with respect to that Affiliate’s own employees, to:

- a. Interpret the provisions of the Plan;
- b. Adopt, amend, and rescind rules and regulations for the administration of the Plan; and
- c. Make all other determinations deemed by it to be necessary or advisable for the administration of the Plan; provided that each Affiliate shall exercise its authority, with respect to that Affiliate’s respective employees, in accordance with the provisions of the Plan.

The provisions of this Plan are subject to periodic review and possible changes throughout the Plan Year, with the approval of Senior Management of the applicable respective Affiliate, in conjunction with the BOKF, NA Executive Compensation team pursuant to the applicable Services Agreement. Any changes affecting the calculation of actual awards will become effective at the beginning of the next calendar quarter.

In addition to the discretion pursuant to the Exclusion section below to reduce or eliminate awards under the Plan, each respective Affiliate’s Senior Management, in conjunction with the BOKF, NA Executive Compensation team pursuant to the applicable Services Agreement, reserves the right, with respect to the Affiliate’s own employees, to: change, withdraw, or withhold from the Plan any transaction, product, or service it might select; assign or reassign territories; and/or assign or reassign specific accounts, clients, or portfolio relationships at any time during the Plan Year.

If any provision of the Plan is found to be illegal, invalid, or unenforceable to any extent for any reason, that provision shall be deemed severed from the Plan. If that occurs, the Plan shall be construed and enforced as if the severed provision had never been a part of the Plan and the remaining provisions of the Plan shall continue in full force and effect without regard to the severed provision. In place of any severed provision, there may be added automatically as part of the Plan, without any further action required of each respective Affiliate in conjunction with BOKF NA pursuant to the applicable Services Agreement, a provision as similar in terms of the severed provision as may be possible and be legal, valid, and enforceable.

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CONDITION PRECEDENT TO ELIGIBILITY FOR AWARDS

All awards are subject to the condition precedent that the employee participant (hereafter "Employee" or "Participant") be continuously employed and actively at work during the Plan Year and be employed and actively working on the date on which the awards are paid. For purposes of the foregoing, it does not matter whether a termination of employment is voluntary or involuntary and whether or not the Employee was employed during the period in respect of which the awards are calculated. In the event that an Employee has been employed but not actively working during any part of the Plan Year, for whatever reason, any award for which the Employee may be eligible may be prorated at the discretion of the respective Affiliate's Senior Management, in conjunction with BOKF NA pursuant to the applicable Services Agreement.

APPLICABLE LAWS AND JURISDICTION AND VENUE

The Plan shall be construed and administered in accordance with federal law where applicable and the laws of the state of the Employee's designated work location, to the extent that such laws are not preempted by the laws of the United States of America.

Any dispute, claim or cause of action related to this Plan shall be commenced in the applicable federal courts located in Tulsa County, Oklahoma. In the event that federal court jurisdiction does not lie, any dispute, claim, or cause of action related to the Plan shall be commenced in state court in and for Tulsa County, Oklahoma. The foregoing notwithstanding, if a regulatory agency has exclusive jurisdiction and/or if the Plan participant is required to commence disputes, claims, and/or causes of action with a certain regulatory agency and/or pursuant to an individual written agreement signed by both parties, then jurisdiction shall lie with the regulatory agency and/or as set forth in that certain individual written agreement signed by both parties.

SECTION II: PLAN DESIGN

PERFORMANCE PERIOD AND AWARD FREQUENCY

Annual Awards will be calculated after the end of the Plan Year.

Quarterly Awards will be calculated after the end of each calendar quarter. Monthly Awards will be calculated after the end of each calendar month.

TIMING AND FORM OF AWARD

Payment of the Annual Awards will occur no later than March 15th of the following year. Payment of the Quarterly Awards will be made no later than 60 days following the end of the calendar quarter for which the award was earned. Payment of the Monthly Awards will be made no later than 30 days following the end of the month for which the award was calculated. Payment shall be made in the same manner that the Employee receives regular payroll compensation and will be subject to all tax withholdings.

Each respective Affiliate, in conjunction with BOKF NA pursuant to the applicable Services Agreement, shall have the right to deduct from any award made to their respective Employees pursuant to the Plan, the amount of any tax required by law to be withheld from that payment.

See also: EXCLUSIONS Section below.

AWARDS WITH NET DIRECT OPERATIONS (NDO) PERFORMANCE MEASURE

Respective Schedules that include an NDO (Net Direct Operations) performance measure will be calculated using either Core NDO or Modified NDO. Each individual incorporated incentive schedule will specify which NDO type is used to calculate the award.

Core NDO is defined as total revenues less operating expenses. Core NDO does not include any provision or allocation for loan losses, excludes inter-company expense allocations, excludes MSR/Hedging, and no tax provision. Core NDO is intended to represent the base pretax, pre- provision performance metric across all business lines, hierarchies and cost centers.

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Modified NDO begins with Core NDO as the base, then applies certain predetermined additions or exceptions unique to specific business line performance measurement. These are approved annually by Senior Management of each respective Affiliate in conjunction with BOKF NA pursuant to the applicable Services Agreement, as the case may be, with performance data maintained by the Division Controller's department.

Additionally, adjustments to Core or Modified NDO may be considered for one-time, unusual, or unplanned items that were not anticipated during the annual planning process or were not appropriate in the current measurement period, determined to be necessary due to a BOKF, NA Finance planning process or system error, or were determined to be out of the control of Senior Management. These adjustments require approval from the BOKF, NA Director of Management Accounting.

EXCLUSIONS

At the discretion of Senior Management of the respective Affiliate in conjunction with the BOKF NA Executive Compensation Team pursuant to the applicable Services Agreement, Participants may receive a reduced award or no award and/or may have the Participant's award reversed (and set off as necessary) based upon the following:

- a) if the award is a product of unintended results;
- b) if a Participant has not met the Participant's established goals and performance criteria;
- c) if a Participant has been subject to corrective action, as specified in the Performance Improvement Process; and/or
- d) if a Participant fails to comply with the Code of Ethics, the Standards of Conduct, applicable policies and procedures, applicable laws and/or regulations, engages in conduct that exhibits disregard for the need to balance sales and revenue targets with compliance, risk mitigation, and/or the best interests of customers, and/or has otherwise acted contrary to the best interests of an Affiliate.

TERMINATION OF EMPLOYMENT BY REASON OF RETIREMENT, DISABILITY, OR DEATH

Awards will be paid to those Participants who are no longer employed by reason of Retirement, Disability (as Disability is defined in Section 409A of the Internal Revenue Code of 1986, as amended), or Death, as hereafter provided. If a Participant leaves the employ of an Affiliate, during a Plan Year by reason of Retirement, Disability, or Death, the guidelines below shall be followed:

A. Retirement—If the Participant retires during a Plan Year, the Participant must provide at least 90- days' notice; should such notice be provided, Participant will be eligible for a prorated Performance Award on the Payment Date. The award will be calculated based on YTD actuals, goals and base earnings/salary.

B. Disability—If the Participant's employment terminates during a Plan Year because he/she is disabled pursuant to Section 409A of the Internal Revenue Code of 1986, as amended, any award on account of participation during a non-completed Plan Year, if any, shall be based on YTD actuals, goals and base earnings during which the Participant was actively working as a Plan Participant.

C. Death—In the event of death of a Participant, any award on account of participation during a non-completed Plan Year shall be based on YTD actuals, goals and base earnings during which the Participant was actively working, and the amounts due, if any, shall be paid to the decedent's estate.

SECTION III: THIS IS AN UNFUNDED PLAN

The Plan is deemed to be an unfunded plan and no Affiliate shall have any obligation to set aside, earmark or entrust any fund, policy, or money with which to administer and/or pay any obligations under the Plan. The amount of any awards under the Plan with respect to any Participant shall be paid from the general revenues of the applicable Affiliate for whom the Participant is actively working. Any Participant or beneficiary shall be and remain a general creditor of the applicable Affiliate for whom the Participant is actively working, with respect to any promises to pay under the Plan in the same manner as any other creditor who has a general claim for an unpaid liability.

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SECTION IV: GENERAL

PARTICIPATION NOT CONTRACT OF EMPLOYMENT

The Plan does not constitute a contract of employment. Participation in the Plan does not give any Employee the right to be retained in the employ of the respective Affiliate, and does not limit in any way the right of any Affiliate in conjunction with BOKF NA pursuant to the applicable Services Agreement, to change the duties or responsibilities of any Employee.

Employment of Plan Participants is “At Will,” which means that BOK Holding or the Subsidiary, as the case may be, may discharge an Employee at any time, for any reason or no reason. There is no guarantee that an Employee will receive an incentive award.

NO ORAL PROMISES

No Oral Promises. There shall be no oral promises regarding compensation and/or incentive awards. No oral statement made to any Employee or Plan Participant creates any right or entitlement to an incentive award. Oral promises regarding compensation and/or incentive awards shall not be enforceable.

No Authority for Oral Promises. No employee of any Affiliate has the authority to make an oral promise regarding compensation and/or incentive awards to any Employee of any Affiliate. The making of an oral promise regarding compensation and/or incentive awards to any Employee of any Affiliate shall be considered a violation of the Standards of Conduct and subject to discipline up to and including termination of employment.

Duty to Report Alleged Oral Promises. Each Employee of an Affiliate and/or Plan Participant has an obligation to report any alleged oral promise regarding compensation and/or incentive awards to the Employee Resources Center in writing as soon as reasonably practicable following the alleged making of an oral promise.

ADDITIONAL EMPLOYEE PROMISES

Confidentiality and Return of All Data

Employee acknowledges that any and all documents and electronic files concerning the business (including customer data, marketing, operations, training, licensure, commission, and production information) of any Affiliate, and/or customers of any Affiliate including all electronic files and documents (whether prepared by the Affiliate or by the Employee/Plan Participant and whether prepared before or after the start of Employee’s participation in this Plan) containing any information respecting the identities of the customers of an Affiliate or customer’s contact information, or the nature or amounts of the customer’s investments, assets or liabilities, or the customer’s investment needs or strategies, and/or one or more Affiliates’ vendors and vendor information, are proprietary to the Affiliates and each respective Affiliate (collectively, “Affiliates’ Information”) and further acknowledges that, upon termination of employment, Employee shall immediately deliver to BOKF, NA all copies of Affiliates’ Information in Employee’s possession and/or control. Without limiting the generality of the provisions of this paragraph, as used in this paragraph the words “documents and electronic files concerning the business of the Affiliates” includes all confidential, nonpublic information about each Affiliate, and customers of each Affiliate, and vendors of each Affiliate, any information and/or material obtained and any applications developed in the course of Employee’s employment with an Affiliate, diaries, notes, address books, calendars, business cards, contacts, emails, instant messages, and other documents (written or electronic and whether or not Employee regards such documents as his/her personal documents), regardless of ownership of the media upon which such information resides, which contain any of the information described in the paragraph whether prepared by Employee, and/or Affiliate, and/or a vendor of an Affiliate.

Written Agreements

Certain Employees are subject to written agreements (for example Representative Agreements) that include additional promises to applicable Affiliates. Such promises and written agreements are incorporated as if fully set forth herein.

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Any respective Affiliate, in conjunction with BOKF NA pursuant to the applicable Services Agreement, may amend or terminate the Plan, with respect to the respective Affiliate's Employees, at any time upon 30-day prior notice to the Participants in the event the Affiliate, in conjunction with BOKF NA pursuant to the Applicable Services Agreement, determines in good faith that circumstances have materially changed from those reasonably foreseen at the commencement of the Plan Year, in which event the respective Affiliate, in conjunction with BOKF NA pursuant to the Applicable Services Agreement, may provide eligibility for such substitute awards as it determines in good faith is equitable and is in compliance with applicable laws and regulations. Amendment or termination of the Plan shall not affect the validity or terms of any award previously made to a Participant. The Plan may be amended or modified only in a writing which specifically references the Plan and is signed by Senior Management of the respective Affiliate, in conjunction with BOKF NA pursuant to the applicable Services Agreement.

SOLE DOCUMENT: This document and any applicable Incentive Schedules incorporated into the Plan are the sole source of any Participant's or beneficiary's opportunity to participate in the Plan. There are no other agreements, representations, or warranties, whether oral or written, respecting the subject matter hereof. See also: NO ORAL PROMISES section above.

EXCEPTIONS: ALL EXCEPTIONS TO THE ABOVE MUST BE APPROVED BY SENIOR MANAGEMENT OF THE RESPECTIVE AFFILIATE, IN CONJUNCTION WITH BOKF NA PURSUANT TO THE APPLICABLE SERVICES AGREEMENT, AND IN WRITING SIGNED BY DULY AUTHORIZED MEMBERS OF BOTH SENIOR MANAGEMENT OF THE RESPECTIVE AFFILIATE AND BOKF, NA EXECUTIVE COMPENSATION TEAM.

BOK Financial® is a trademark of BOKF, NA. ©2021 BOKF, NA. Plan is administered by BOKF, NA in accordance with separate Services Agreements between BOKF, NA and each of the other Affiliates respectively.

Kyle Bowen - 000007907 - Bank of Texas

Document Acknowledgment

Title	Category	Status	Status Date
2019 Private Wealth - Wealth Advisor Incentive Schedule	Emp Auth Docs	Accepted	04/16/2019 10:49 AM
2020 Private Wealth Advisor Incentive Plan Attestation	Emp Auth Docs	Accepted	01/15/2020 6:00 PM
2021 Incentive Plan Attestation - Private Wealth Advisor	Emp Auth Docs	Accepted	12/11/2020 10:28 AM
2021 Incentive Plan Attestation - Private Wealth Advisor - Updated 1/11/2021	Emp Auth Docs	Accepted	01/11/2021 3:30 PM
BOKF Corporate Card Standard & Procedures - Expires April 30, 2021	Emp Auth Docs	Accepted	03/08/2021 10:30 AM
WM195P - Private Wealth - Private Wealth Advisor 2022 Incentive Schedule	Emp Auth Docs	Accepted	12/30/2022 11:22 AM
WM197P - Private Wealth Advisor 2022 Incentive Schedule	Emp Auth Docs	Accepted	01/03/2022 6:00 PM
WM210P - Private Wealth Advisor 2023 Incentive Plan Schedule	Emp Auth Docs	Accepted	12/29/2022 12:39 PM